

SERIAL 06092 S TRASH REMOVAL SERVICES

DATE OF LAST REVISION: June 03, 2008

CONTRACT END DATE: December 31, 2009

CONTRACT PERIOD THROUGH DECEMBER 31, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **TRASH REMOVAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 20, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Clerk of the Board
Richard Crago, Facilities Management
Materials Management

(Please remove Serial 03109-S from your contract notebooks)

INVITATION FOR BID FOR: TRASH REMOVAL SERVICES

1.0 INTENT:

The intent of this Invitation for Bids is to establish a contract for provision of and scheduled trash removal services by emptying of front-load, open-top, roll-off and trash compactor unit containers, including hauling and dumping of same on a scheduled basis.

Note: Other County departments may use this contract for trash removal service. Facilities Management is not responsible for contract administration for services requested by other County agencies.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 Contractor shall provide the County with front-load units as listed in Attachment A, PRICING. All containers shall have appropriate lids, and shall be flat bottomed. In addition, all containers shall be neat, clean, painted, and shall be presentable in appearance. Lids may be metal or plastic.
- 2.2 Some units will require locking devices. Pricing for locking devices for front load units will be line item priced. The Contractor shall be notified in the post award conference, which units are to have locking devices. The padlock(s) will be the responsibility of the County.
- 2.3 Some units must have caster-type wheels. These units are identified in Attachment A, PRICING.
- 2.4 There may be times when County agencies will require front load units or open top roll-off units on a "temporary" basis. Temporary means short-term. It shall be the Contractor's responsibility to provide either front-load units or open-top roll-off units for such requests. Delivery and final pick-up charges will be billed to the County agency for such temporary service.
- 2.5 The Contractor will not be required to pick-up any refuse or garbage not placed in the containers (bagged or not). However, any refuse dropped during unloading onto the Contractor's truck must be picked up by the driver.
- 2.6 Prices are based on a per container basis for each pull so that additional units may be added or deleted, and frequency of pulls may be changed during the Contract period as necessary. A matrix pricing chart is provided in Attachment A, PRICING, to be filled-in by the Contractor.
- 2.7 Contractor shall provide all necessary labor and repair parts, and/or exchange units, to assure that all equipment remains in good operating condition at all times. Contractor shall also provide an alternative method of trash removal in the event Contractor's designated equipment is inoperable for more than six (6) hours.
- 2.8 The Contractor shall make necessary repairs to the units, or while executing pick-up and/or delivery, in such a manner that does not damage County property. In the event damage occurs to County property, or any adjacent property by reason of any repairs or pick-ups and/or delivery performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such repair(s) shall be deducted from the monies due the Contractor.
- 2.9 SCHEDULED SERVICE:
 - 2.9.1 If the Contractor closes business due to a holiday, and the County's scheduled service day falls on the holiday, the Contractor shall service the site one (1) day prior or one (1) day after the holiday. The County shall have final decision on any conflicts that arise concerning this matter.

- 2.9.2 The Contractor shall adhere to the schedule and shall complete all scheduled pick-ups unless circumstances occur which are beyond the control of the Contractor. Scheduled pick-ups, which are missed, shall be rescheduled the following business day as a priority. Any scheduled pick-ups not completed shall cause the invoice to be short-paid on a pro-rated amount of the monthly rate. Additionally, when a missed pick-up causes the trash bin to overflow, the driver shall be required to pick up any trash that has been stockpiled around the trash bin. Failure to do this will require the driver to return and pick-up any loose or bagged trash at no additional cost to the County. This shall be the only exception requiring a driver to pickup up extra trash that is stockpiled around the bin.
- 2.9.3 Contractor Schedules Versus County Schedules. In Attachment A, PRICING, the days of the week are posted for scheduled pickups. If the Contractor believes a more efficient scheduling can be arranged to better serve his customer base (based on other customers he may have in the geographical area), he must do so in writing to the Contract Administrator of this Contract. If approved, the scheduling will be changed, via a written amendment.
- 2.9.4 Charges for areas over the 25 mile limit. An imaginary circular boundary with Facilities Management, 401 West Jefferson Street Phoenix, Arizona, as the center point, and within a radius of twenty-five (25) miles from this point, will be considered the normal geographical service area for this Contract. Sites outside this boundary shall use the matrix below to compute charges.
- 2.9.5 Contractors shall not change the service schedule without prior approval of the County.
- 2.9.6 The County operates on a twenty-four/seven schedule. The Contractor is expected to provide services based on this requirement. Normal County business hours are 6:00 AM – 6:00 PM. After-hours are from 6:00 PM – 6:00 AM. All other times are considered weekend and holiday hours. Some County agencies may require the Contractor to schedule pick-up times before or after hours.
- 2.9.7 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants.
- 2.10 SCHEDULED SERVICE FOR OPEN-TOP ROLL-OFF CONTAINERS:
- 2.10.1 A delivery charge will be established for all new accounts added to this Contract. If and when the account is cancelled, there shall be a pickup charge.
- 2.10.2 Each open top roll-off shall incur a pull charge when called to be emptied (or if on a schedule). This charge shall be imposed every time the unit is pulled onto the Contractor's truck for dumping purposes. There will be an additional charge when a unit is picked-up due to cancellation of services.
- 2.10.3 Minimum weight: three (3) tons, if more, additional charges per ton based on prevailing landfill rates.
- 2.10.4 Unit must be pulled a minimum of one (1) time per month while in possession of the County department. If Contractor is not called-out to pull at least one (1) time per month, the monthly rental fee rate will be charged in place of the pull rate. This must be delineated on the Contractor's invoice as a NO-PULL RATE.
- 2.10.5 Landfill fees shall be a pass through without markup to the County. As the Contractor does not control landfill charges, these shall be billed at the prevailing landfill rates. These rates may be escalated yearly if adequate documentation is provided.

2.10.6 Overweight Fines. These fines shall be paid by Contractor and as pass-through to the County without mark-up. Additionally, the Contractor must notify the Contract Administrator of FMD if overweight roll-offs are occurring

2.11 CLEANING AND MAINTENANCE OF FRONT-LOAD AND OPEN-TOP ROLL-OFF UNITS:

It shall be the Contractor's responsibility to keep the front-load units and open-top roll-offs in a neat, clean, and painted, and shall be presentable in appearance. Lids on front-load units must remain undamaged and functional.

If necessary, the units are to be cleaned inside and outside by Contractor as deemed necessary. If a unit is found to be dirty and the Contractor has not initiated and scheduled the unit to be cleaned, the cleaning must be performed if so directed by the County. Failure of Contractor to comply with a request to clean any unit, will result in the County having unit cleaned by another source and the cost of such deducted from any monies due the Contractor.

2.12 COMPACTOR CONTAINER HAULING/DUMPING:

Each compactor container shall incur a pull charge when called to be emptied (or if on a schedule). This charge shall be imposed every time the container is pulled onto the hauler's truck for dumping purposes.

2.13 OVERWEIGHT FINES:

Shall be paid by Contractor and as pass-through to the County without mark-up. Additionally, the hauler must notify the Contract Administrator of FMD if overweight compactors are occurring.

2.14 Landfill fees shall be a pass through without markup to the County. As the Contractor does not control landfill charges, these to be billed at the prevailing landfill rates. These fees can be escalated yearly if documentation provided.

2.15 CLEANING OF COMPACTOR CONTAINERS:

2.15.1 The hauling contractor shall be responsible to schedule and coordinate the cleaning process of the compactor containers as he has the resources to transport the container to the cleaning facility. Compactor containers shall be steam cleaned inside and outside every six months, or if deemed sooner by the County. Compensation for such cleaning is line item priced in Attachment A, PRICING. The cleaning cost shall include all transportation (to and from the cleaning site), labor, cleaning supplies, cleaning equipment, and all effort necessary to perform such service. This service to be billed separately from the monthly hauling invoice. Failure of Contractor to comply with a request to clean any container will result in the County having the container cleaned by another source and the cost of such deducted from any monies due the Contractor.

2.15.2 Behind compaction blade cleaning.

This area shall be a separate line item price, per compactor as it requires special disassembly of the face panels and actual mucking of the internal area. Contractor shall perform this service at least two (2) times per year. Scheduling shall be the responsibility of the compactor *owner*.

(NOTE: Scheduling of the compactor cleaning shall be the responsibility of the compactor *owner*, working in concert with the compactor *hauler*.)

2.16 SPECIAL UNITS:

2.16.1 Special Compactor at Madison Street Jail, north side unit:

Bidders are encouraged to visit this site and inspect the current compactor located on the north side at the dock. This compactor is designed to grab and tip the County's 3-yard mobile dollies. The dolly bins are owned by Maricopa County.

2.16.2 Special Compactor at Madison Street Jail, south side unit:

The south side compactor at the dock is a standard 35-yard unit. This compactor container is filled via a tipper unit mounted to the dock. The County owns the tipper unit. Repairs to the tipper will be the responsibility of the compactor rental company. A line item hourly rate is established in Attachment A, PRICING. Should this unit require replacement, all contractors under this Contract shall have an opportunity to quote the replacement product.

2.16.3 County Administration Building:

As this site requires a low profile unit due to height restrictions when loading and unloading from truck, it is recommended each bidder inspect the site and unit.

2.16.4 MCSO Food Factory:

2.17 CHANGE IN SERVICES BY AUTHORIZED COUNTY PERSONNEL:

Due to the enormity of the County, and the budgeted dollars established for trash services, only the following County departments/staff are authorized to place phone requests to change services (i.e. increasing can size; add more cans; change location; change in days of week pickup; etc.). The following County departments fund their own trash services, and therefore it is imperative that all changes be coordinated through them. If the Contractor arbitrarily adds/deletes services without the knowledge of the below listed personnel, there may not be enough budgeted dollars to pay for the additional cost at the end of the fiscal year. Each Contractor runs the risk of *non-payment for services* if he changes any container size or pickup days without having authorization from the County personnel listed below. Hence, it is imperative that all changes be channeled through these staff members ONLY. Failure of Contractor to follow these requirements may cause Contractor to incur cost of said changes if unauthorized

For Facilities Management accounts only:

Paul Lawrence	602-506-8754
Tom Wilson	602-506-4894
Pete Gamboa	602-506-4174
Kevin Blair	602-506-7762
Benny Estrada	602-5-6-7713

For MCDOT accounts only:

Cynthia Robinson 602-506-8796

For Parks & Recreation accounts only:

Laurene Moro	602-506-4743
Anne Nelson	602-506-8770

For Human Services accounts only:

Steve Hedrick 602-506-4804

For MCSO accounts only:

Amie Bristol 602-876-3409

Each authorized person above may make phone request for service changes within their respective accounts only.

(Note to authorized County personnel: After making any changes, the authorized person MUST notify either the Materials Management procurement officer or the Contract Administrator of FMD, so formal contract changes can be completed.)

2.18 ACCEPTANCE:

Inspection and acceptance of Contractor services will be performed by Contract Compliance Inspectors.

2.19 INVOICES AND PAYMENTS:

2.19.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.19.1.1 Company name, address and contact
- 2.19.1.2 County bill-to name and contact information
- 2.19.1.3 Contract Serial Number
- 2.19.1.4 County purchase order number
- 2.19.1.5 Invoice number and date
- 2.19.1.6 Payment terms
- 2.19.1.7 Date of service or delivery
- 2.19.1.8 Quantity (number of days or weeks)
- 2.19.1.9 Contract Item number(s)
- 2.19.1.10 Description of Purchase (product or services)
- 2.19.1.11 Pricing per unit of purchase
- 2.19.1.12 Freight (if applicable)
- 2.19.1.13 Extended price
- 2.19.1.14 Mileage w/rate (if applicable)
- 2.19.1.15 Arrival and completion time (if applicable)
- 2.19.1.16 Total Amount Due

2.19.2 Sites are not to be individually invoiced unless all site billings can fit on one page. More than one page of listings will require individual sites as an attachment to one combined invoice (Sample shall be provided at Post Award Conference).

2.19.3 Monthly invoicing shall be billed to the departments responsible for the serviced sites. (This to be clarified at the Post Award Conference):

- 2.19.4 Contractor(s) of record must create new individual accounts for the following departments:

Facilities Management Sites:

Facilities Management Department
401 W. Jefferson St.
Phoenix, AZ, 85003.

Parks and Recreation Department Sites:

Maricopa County Parks & Recreation Department
234 N Central, Suite 6400 7th Floor
~~411 N. Central Ave. #470~~
Phoenix, AZ 85004

Maricopa County Department of Transportation Sites:

Maricopa County Department of Transportation
2222 N. 27th Ave.
Phoenix, AZ 85009

Human Services Department Sites:

234 N. Central Ave. #301
Phoenix, AZ 85004

Maricopa County Sheriff's Office Sites:

Accounts Payable
234 North Central Ave.
Phoenix, AZ 85004

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.19.5 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.19.6 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.20 TAX:

Tax shall not be levied against labor. It is the Contractor's responsibility to determine any and all taxes and include the same in proposal price.

2.21 DELIVERY:

It shall be the Contractor's responsibility to meet its contracted trash removal service requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to meet its contracted trash removal service requirements and any price differential will be charged against the Contractor.

2.22 CONTRACTOR QUALIFICATIONS AND REQUIRED SUBMITTALS:

- 2.22.1 The County requires a minimum of three (3) consecutive years experience in the front-load/open-top and compactor hauling business in order to be qualified for this Contract. Contractor, **as well as any subcontractor**, shall, on letterhead, provide a statement of qualification including: (1) how many years its firm has been in the front-load/open-top and compactor hauling business; (2) the number of those years in business, in what city(ies)/state(s), and major accounts serviced; (3) an inventory list of hauling trucks, quantity/sizes of front-load inventory, and quantity/sizes of open-tops and; (4) a statement that the Contractor either has factory-trained repair service technicians on staff and maintains a parts inventory of repair parts and equipment sufficient to perform routine front-load and open-top repairs, or that Contractor has, in-place, maintenance agreement(s) with third-party service companies using factory-trained service technicians and maintains a parts inventory of repair parts and equipment sufficient to perform routine front-load and open-top repairs.
- 2.22.2 As part of the County's due diligence, these requirements will be verified by FMD via a formal inspection after bid submittals and prior to award of a contract.

2.23 FUEL COST PRICE ADJUSTMENT:

- 2.23.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.
- 2.23.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.23.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.23.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.23.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor. Any cost adjustment will be calculated by the County by using the Bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, ~~certificates~~ copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to communicate and place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

- 3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, Telephone: 602-506-6476
(hinegardnerc@mail.maricopa.gov)

Technical inquiries shall be addressed to:

Mike Mahr, Contract Administrator, FMD, Telephone: 602-506-7966
Michael.mahr@fm.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 EVALUATION CRITERIA.

- 3.11.1 The evaluation of Bids will be based on, but will not be limited to, the following:
 - 3.11.1.1 Compliance with specifications.
 - 3.11.1.2 Price.
 - 3.11.1.3 Determination of Responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing shall be on Attachment A and shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their bids in one (1) original hardcopy (labeled), three (3) hardcopy copies and one (1) electronic (CD) copy, which includes pricing in Excel format. Respondents are to identify their responses with the Bid Serial Number, title and return address to Maricopa County, Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003-2494. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.14 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

3.14.1 **Mandatory:** One (1) original hardcopy bid (labeled), three (3) hardcopy copies and one (1) electronic (CD) copy which includes pricing;

3.14.2 **Mandatory:** Attachment "A", Pricing;

3.14.3 **Mandatory:** Attachment "B", Agreement; and

3.14.4 **Mandatory:** Attachment "C", References.

3.14.5 **Mandatory:** Documents required by Section 2.23 Contractor Qualifications and Required submittals.

3.15 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ALLIED WASTE, 4811 W LOWER BUCKEYE RD, PHOENIX, AZ 85043

PRICING SHEET NIGP 9102701

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILLING TO ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

HAVE INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOVERNMENT AGENCIES MAY USE THIS CONTRACT: ☒ YES ☒ NO

1.0 PRICING:

FUEL COST EQUALS 10 % OF TOTAL BID PRICE (EXCLUDING ITEMS 4.3, 5.4 AND 5.5)

Prices are PER MONTH (unless otherwise noted)

The quantity, size of can, and the number of times per week are shown for each site.

Example, 1-6YD/2X Tu, Th means: 1 six yard, picked up 2 times per week Tuesday and Thursday.

1.0 FRONT LOAD MATRIX, PER MONTH CHARGES- - LOCAL

	SIZE	1XWEEK	2XWEEK	3XWEEK	4XWEEK	5XWEEK	NON-SCHEDULED
1.1	3-YARD	\$45.00	\$67.02	\$100.54	\$134.05	\$167.57	\$45.00
1.2	4-YARD	\$55.00	\$89.37	\$134.05	\$178.74	\$223.42	\$50.00
1.3	6-YARD	\$75.00	\$134.05	\$201.08	\$268.11	\$335.14	\$60.00
1.4	8-YARD	\$94.00	\$178.74	\$268.11	\$357.48	\$446.85	\$70.00

NOTE: Non-scheduled are charges to pick-up the unit as requested by the County that are not scheduled for pick-up, per occurrence, and shall replace the 1X/week charge.

2.0 FRONT LOAD MATRIX, PER MONTH CHARGES -- DISTANT

An imaginary circular boundary with Facilities Management, 401 W. Jefferson St, Phoenix, AZ as the center point, and within a radius of twenty-five (25) miles from this point, will be considered the normal geographical service area. Sites outside this boundary shall use the matrix below to compute charges.

*(THIS TABLE IS FOR DISTANT SITES ADDED **AFTER** CONTRACT AWARD)*

MATRIX FOR OUTSIDE THE 25-MILE AREA							
	SIZE	1XWEEK	2XWEEK	3XWEEK	4XWEEK	5XWEEK	NON-SCHEDULED
2.1	3 YARD	\$63.65	\$127.30	\$190.95	\$254.60	\$318.25	\$45.00
2.2	4 YARD	\$84.86	\$169.73	\$254.60	\$339.47	\$424.34	\$50.00
2.3	6 YARD	\$127.30	\$254.60	\$381.90	\$509.20	\$636.51	\$60.00
2.4	8 YARD	\$169.73	\$339.47	\$509.20	\$678.94	\$848.68	\$70.00

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3.0 ITEM / SITE NUMBERS

3.1	309	MCSO – Avondale Substation 920 W. Van Buren Avondale, AZ		1-6YD/1X	F	\$ 75.00/per mo.
3.2	406	MCDOT - Buckeye Yard 26449 W. Highway 85 Buckeye, AZ		1-6YD/1X	Tu	\$ 127.30/per mo.
3.3	801	Estrella Mountain Regional Park 15099 W. Casey Abbott Rd. Goodyear, AZ	Sep-May Jun-Aug	10-6YD/1X 4-6YD/1X	M M	\$ 670.28/per mo. \$ 268.11/per mo.
3.4	1101	Cave Creek Recreation Area 37019 N. Lava Ln. Cave Creek, AZ	Sep-May Jun-Aug	7-3YD/1X 3-3YD/1X	M M	\$ 234.60/per mo. \$ 100.54/per mo.
3.5	1401	MCDOT - Administration 2901 W. Durango Phoenix, AZ		1-8YD/3X	Tu, W, F	\$ 268.11/per mo.
3.6	1402	Flood Control - Administration 2801 W. Durango Phoenix, AZ		1-6YD/3X	M, W, F	\$ 201.09/per mo.
3.7	1404	Flood Control - Operations 2801 W. Durango Phoenix, AZ (casters)		1-4YD/2X	Tu, F	\$ 89.37/per mo.
3.8	1405	MCDOT - Highway Operations 2919 W. Durango Phoenix, AZ		1-6YD/2X	Tu, F	\$ 134.06/per mo.
3.9	1408	MCDOT - Procurement & Distribution Center 2222 S. 27 Ave. Phoenix, AZ		1-6YD/3X	Tu, W, F	\$ 201.09/per mo.
3.10	1409	MCDOT - Traffic Operations 2909 W. Durango Phoenix, AZ		1-3YD/2X	Tu, F	\$67.03/per mo.
3.11	1414	FMD – Operations & Maintenance Bldg. 2401 S. 28 Dr. Phoenix, AZ	1- 20YD/2X Tu, Thu \$75/per pull; \$75/mo. Rent	1-20YD/2X	Tu, Th	\$ 105/haul, \$32.00/ton

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3.12	1415	Parks Construction and Trails Division 2410 S. 27 th Drive Phoenix, AZ 85009	1-6Y/1X	W	\$75.00/per mo.
3.13	1501	Equipment Services/MCSO - Durango 3325 W. Durango Phoenix, AZ	1-6YD/5X	M-F	\$ 335.14/per mo.
3.14	1511	Telecommunications 3324 W. Gibson Ln. Phoenix, AZ	1-3YD/2X	Tu, Th	\$67.03/per mo.
3.15	1704	Juvenile - Durango Complex 3125 W. Durango Phoenix, AZ	\$ 4-6YD/5X	M-F	\$ 1,340.57 /per mo. 1675.71
3.16	1715	Juvenile – Durango Court Center 3131 W. Durango Phoenix, AZ	2-6YD/5X	M-F	\$ 670.28/per mo.
3.17	1801	Animal Control Center 2325 S. 35 Ave. Phoenix, AZ	2-4YD/3X	M, W, F	\$268.11/per mo.
3.18	1910	MCSO - Property Management 3465 W. Durango Phoenix, AZ	1-6YD/2X	M, Th	\$ 134.06/per mo.
3.19	1916	Jumenile Administration 3345 W. Durango Phoenix, AZ	1-6YD/3X	M, W, F	\$ 201.09/per mo.
3.20	1918	Cafeteria - Durango 3341 W. Durango Phoenix, AZ	1-6YD/5X	M-F	\$ 335.14/per mo.
3.21	1920	MCSO Investigations 3335 W. Durango Phoenix, AZ	1-6YD/2X	M, Th	\$ 134.06/per mo.
3.22	1951	MCSO - Training Academy 2627 S. 35 Ave. Phoenix, AZ	1-6YD/5X	M-F	\$ 335.14/per mo.
3.23	1962	Juvenile Warehouse (located at LBJ Food Factory) 3150 W. Lower Buckeye Rd. Phoenix, AZ	1-8YD/1X	W	\$105.28/mo. 94/per mo.

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3.24	1965	Juvenile - Residential Treatment Center 3475 W. Durango Phoenix, AZ	1-6 4YD/2 4X	Th M, TU, W, F	\$ 178.74 134.06 /per mo.
3.25	2006	Equipment Services - NW 16821 N. Dysart Rd. Surprise, AZ	1-6YD/1X	Tu	\$ 75.00/per mo.
3.26	2021	MCSO - Surprise Substation 13063 W. Bell Rd. Surprise, AZ	1-4YD/2X	Tu, F	\$ 89.37/per mo.
3.27	2022	MCSO - Surprise Shooting Range 21610 N. 167 Ave. Surprise, AZ	2-4YD	(as requested)	\$ 100.00 per occurrence
3.28	2025	Equipment Services 12975 W. Bell Rd. Surprise, AZ	1-6YD/1X	Tu	\$ 75.00/per mo.
3.29	2029	Superior Court - NW Facility 14264 N. Tierra Buena Ln. Surprise, AZ	1-4YD/4X	M, W, Th, F	\$ 178.74/per mo.
3.30	2033	Superior Court – NW Regional 14264 N. Tierra Buena Ln. Surprise, AZ	1-4YD/4X	M, W, Th, F	\$ 201.09/mo. \$ 178.74/per mo.
3.31	2310	Adult Probation 6655 W. Glendale Glendale, AZ	2-4YD/3X	M, W, F	\$ 268.11/per mo.
3.32	2406	Guadalupe WIC 9206 S. Avenida del Yaqui Guadalupe, AZ	1-3YD/1X	Tu	\$ 45.00/per mo.
3.33	2507	Lake Pleasant Regional Park NW of Phoenix off Morristown/New River Highway 41835 N. Castle Hot Springs Rd. Morristown, AZ	39-30-6YD/2X 25-15-6YD/1X	M, Th M	\$ 9,929.40 7,638.00/per mo. \$ 3,182.50 1909.53/per mo.

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3.34	2508	Desert Outdoor Center @ Lake Pleasant 41402 N. 87 Ave. Peoria, AZ	Oct-May Jun-Sep	2-6YD/1X 2-6YD/2XMO-Tu	F	\$ 254.60/per mo. \$ 127.30/per mo.
		*June-September Two (2) yard containers are picked up once every other week (or twice monthly). Charge is pro-rated at \$ 29.40 per container, per pick-up.				
3.35	2801	Justice Court - West Mesa 2050 W. University Dr. Mesa, AZ		1-6YD/1X	F	\$ 75.00/per mo.
3.36	2814	Adult Probation 245 N. Centennial Way Mesa, AZ		1-6YD/2X	Tu, F	\$ 134.06/per mo.
3.37	2852	Equipment Services - Mesa Service Station 155 E. Curry Mesa, AZ		1-3YD/1X	Tu	\$ 45.00/per mo.
3.38	2853	MCSO - Mesa Substation 1840 S. Lewis Mesa, AZ		1-2-6YD/5X	M-F	\$335.14 670.28/per mo.
3.39	2856	Juvenile - SE Complex 1810 S. Lewis Mesa, AZ		1-6YD/ 7X 1-6YD/5X	M-F	\$ 469.20/per mo. \$ 335.14/per mo.
3.40	3311	Facilities Management 401 W. Jefferson St. Phoenix, AZ (casters)		1-4YD/3X	M, W, F	\$ 134.06/per mo.
3.41	3315	Jackson St. Customer Service Center 601 W. Jackson Phoenix, AZ		2-4YD/2X	W, Th	\$ 178.74/per mo.
3.42	3317	Forensic Science 701 W. Jefferson St. Phoenix, AZ (casters)		1-3YD/2X	Tu, F	\$225.00/mo. \$ 67.03/per mo.
3.43	3401	Superior Court - OCH 125 W. Washington St. Phoenix, AZ		1-6YD/3X	M, W, F	\$ 201.09/per mo.

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3.44	3801	Emergency Management 2035 N. 52 St. Phoenix, AZ	1-3YD/1X	Tu	\$ 45.00/per mo.
3.45	3817	Adult Probation 1022/1029 E. Garfield Phoenix, AZ	1-6YD/4X	M, W, Th, F	\$ 268.11/per mo.
3.46	3824	Library - North Central Regional 17811 N. 32 St. Phoenix, AZ	1-6YD/3X	M, W, F	\$ 201.09/per mo.
3.47	3846	Public Health Clinic 1645 E. Roosevelt Phoenix, AZ	1-6YD/5X	M-F	\$ 335.14/per mo.
3.48	3853	N. E. Justice Court 18380 No. 40th street Phoenix, AZ	2-6YD/5X		\$ 670.28/per mo.
3.49	3913	Agricultural Extension Co-op 4341 E. Broadway Phoenix, AZ	1-6YD/1X	Tu	\$ 75.00/per mo.
3.50	3933	Adult Probation - Southport 3535 S. 7 St. Phoenix, AZ (casters)	1-3YD/1X	M	\$ 45.00/per mo.
3.51	4121	MCSO - L.E.D.C 2656 N. 38 Ave. Phoenix, AZ	1-6YD/1X	Tu	\$ 75.00/per mo.
3.52	4136	Flood Control - NW Yard 9601 N. 21 Ave. Phoenix, AZ Yard open Mon-Thurs 4AM-6PM	1-6YD/1X	Tu	\$ 75.00/per mo.
3.53	4051	Homeless Outreach Clinic 220 S. 12 Ave. Phoenix, AZ	1-4YD/3X	M,W,F	\$ 134.06/per mo.
3.54	4052	Chambers Building 301 So. 4th Avenue Phoenix, AZ	1-6YD/2X	Tu, Fri	\$ 134.06/per mo.

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3.55	4157	Security Building 222 N. Central Ave. Phoenix, AZ		3-4YD/5X	M-F	\$ 670.28/per mo.
3.56	4166	Adult Probation 2445 W. Indianola Ave. Phoenix, AZ		1-6YD/3X	M.W,F	\$ 201.09/per mo.
3.57	4602	Assessor - Scottsdale Branch 15023 N. 75 St. Scottsdale, AZ		1-6YD/1X	W	\$ 75.00/per mo.
3.58	4608	Scottsdale Adult Probation 8230 E. Butherus Scottsdale, AZ		1-6YD/3X 1X	Wed	\$ 201.08 75.00 /per mo.
3.59	5105	Animal Control Center 2630 W. 8 Ave. Mesa, AZ		2-4YD/2X	M, Th	\$ 178.74/per mo.
3.60	5502	Usery Mountain Recreation Area 3939 Usery Pass Rd. Mesa, AZ	Nov-May Jun-Oct	11-3YD/1X 5-3YD/1X	F F	\$ 368.66/per mo. \$ 167.57/per mo.
3.61	5701	White Tank Mountain Park NW of Phoenix 13025 N. White Tank Mountain Rd. Waddell, AZ	Sep-May Jun-Aug	4-6YD/2X 4-6YD/1X	M, Th F	\$ 536.23/per mo. \$ 268.11/per mo.
3.62	6202	Materials Management/MCSO Warehouse 319 W. Buchanan Phoenix, AZ (casters)		1-6YD/5X	M-F	\$ 335.14/per mo.
3.63	6205	Elections Department 510 S. 3 Ave. Phoenix, AZ (1 w/caster)		2-4YD/1X	M	\$ 89.37/per mo.
3.64	6701	San Tan Regional Park 6533 W. Philips Rd. Queenecreek, AZ	Jan-Dec	1-3YDX2X	M	\$ 67.03/per mo.

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3.65	3857	Juvenile Probation 333 W. Hatcher Rd Phoenix, AZ	1-6YD/3X	M, W, F	\$201.08/per mo.
3.66	7027	McDowell Regional Park NW of Phoenix, off Rio Verde Dr. Fountain Hills, AZ	Oct-Apr May-Sep	8-6YDX1/MO M 4-6YDX2/MO M	\$ 235.20/per mo. \$ 117.60/per mo.
4.1		Dry run or relocations charge: (Note: Dry-run charges shall pertain to front-end units and open-tops.)			\$ 75.00/per occurrence
4.2		Lock Bars: (Cost to be billed on the monthly rental as a separate line item charge.			\$ 10.00/each
4.3		Temporary service, front-load rates shall be calculated using the Matrix.			
		(There will be a special one-time delivery/set-up charge combined with a final pick-up charge. The same charge for all sizes.)			\$ 100.00/one time charge
5.0		Open Top Roll-Off (20/40 YD)			
5.1		Delivery and pickup charge for new account.			\$ 100.00/one time
5.2		Pull charges: Monday - Friday			\$ 145.00/each pull
5.3		Pull charges: Weekend - Holiday			\$ 150.00/each pull
5.4		Rental fee:			\$ 300.00/per month
5.5		Dump fees:			\$ 36.00/per ton
6.0		COMPACTOR CONTAINER HAULING			
6.1	1403	MCSO - Estrella Jail 3225 W. Durango Phoenix, AZ	3X	Tu, Th, Sa	\$105.00/each pull \$32.00/ton
6.2	1601	MCSO - Durango Jail 3225 W. Durango Phoenix, AZ	6X	M - Sa	\$105.00/each pull \$32.00/ton

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6.3	1612	MCSO - Towers Jail 3127 W. Durango Phoenix, AZ	2X	Tu, F	\$105.00/each pull \$32.00/ton
6.4	1962	MCSO - Food Factory 3150 W. Lower Buckeye Road Phoenix, AZ			
		Located under blower	3X	M, W, F	\$105.00/each pull \$32.00/ton
		Located under blower	3X	M, W, F	\$105.00/each pull \$32.00/ton
		East loading dock	5X	M-F	\$105.00/each pull \$32.00/ton
		East loading dock	5X	M-F	\$105.00/each pull \$32.00/ton
6.5	1962	MCSO - Inmate Canteen 3150 W. Lower Buckeye Road Phoenix, AZ	3X	M, W, F	\$105.00/each pull \$32.00/ton
6.6	1963	MCSO - Laundry 3170 W. Lower Buckeye Road Phoenix, AZ	3X	M, W, F	\$105.00/each pull \$32.00/ton
6.7	2855	SE Public Facility 222 E. Javelina Mesa, AZ	1X	Tu	\$105.00/each pull \$32.00/ton
6.8	3309	MCSO - Madison Street Jail 225 W. Madison St. Pheonix, AZ			
		Compactor - South w/dock-mounted tipper	3X	M, W, F	\$105.00/each pull \$32.00/ton
6.9	3309	MCSO - Madison Street Jail (ECB) 225 W. Madison St. Pheonix, AZ			
		Compactor - North w/dock-mounted tipper	3X	M, W, Sa	\$105.00/each pull \$32.00/ton
6.10	3310	County Administration Bldg. 301 W. Jefferson St. Phoenix, AZ	1X	M	\$105.00/each pull \$32.00/ton
6.11		Sunday Haul Rate			1.5 X normal pull charge
6.12		Dump Fee (landfill charge)			\$ 32.00/per ton
6.13		Steam Clean Compactor Container			\$ 125.00/per compactor

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6.14	4053	Downtown Justice Courts 620 W Jackson		2X		\$105.00/each pull \$32.00 ton, compactor
6.15	1216	Chandler Consolidated J.C. 201 W. Chicago St		3X M,W,F 1X per week		\$201.08/each \$290.50/each
6.16	4039	One West Madison 1 West Madison		3X M,W,F		\$134.06/per month
6.17	1901	MCSO General Investigation 3455 W. Durango	1-6YD 1-4YD	5X M-F 2X W		\$180.56/per month \$89.37/per month
6.18	1952	Property & Evidence 3420 W. Buckeye Rd	1-6YD	1X W		\$75.00/per month
6.19	1961	Lower Buckeye Jail 3250 W. Lower Buckeye	2-35 YD	2X Th, F		\$105.00/each pull \$32.00/ton
6.20	3316	4 th Avenue Jail 201 S. 4 th Avenue	2-35YD	3X M,W,F		\$205.00/each pull \$32.00/ton

Terms: Net 30

Vendor Number: W000003557 X

Telephone Number: 602-237-2078

Fax Number: 602-442-7293

Contact Person: Jack Woyner

E-mail Address: jack.woyner@awin.com

Company Web Site: www.alliedwaste.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2009.**